

Below is an Order of the Court.


TRISH M. BROWN
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re) Case No. _____
)
) ORDER, DRAFTED ON: _____,
) RE: RELIEF FROM (Check ALL that apply):
) DEBTOR STAY CODEBTOR STAY
) CREDITOR: _____
Debtor(s)) CODEBTOR: _____

The undersigned, _____, whose address is _____,
_____, Email address is _____,
Phone No. is _____, and any OSB # is _____, presents this Order based upon:

The completed Stipulation of the parties located at the end of this document.

The oral stipulation of the parties at the hearing held on _____.

The ruling of the court at the hearing held on _____.

Creditor certifies any default notice required by pt. 5 of the Order re: Relief from Stay entered on _____ was served,
and that debtor has failed to comply with the conditions of that order.

Creditor certifies that no response was filed within the response period plus 3 days to the Motion for Relief from Stay that
was filed on _____ and served on _____.

IT IS ORDERED that, except as provided in pt. 4 below, the stay existing pursuant to 11 USC §362(a) shall remain in effect
as to the property described below (hereinafter "the property"):

Personal property described as (e.g., 2001 Ford Taurus):

Real property located at (i.e., street address):

[Optional UNLESS In Rem Relief Granted] Exhibit A attached hereto is the legal description of the property.

IT IS FURTHER ORDERED that the stay is subject to the conditions marked below:

1. Regular Payment Requirements.

- a. Debtor(s) shall deliver regular monthly payments in the amount of \$_____ commencing _____ to Creditor at the following address:
- b. The Chapter 13 trustee shall immediately pay and disburse to Creditor the amount of \$_____ per month from funds paid to the trustee by Debtor(s), and continue each month until the plan is confirmed, at which time the plan payment terms shall control. Payments made by the trustee under this order shall be deemed to be payments under the plan for purposes of the trustee's collection of percentage fees.
- c. Debtor(s) shall pay to the trustee any and all payments required to be paid under the terms of the Chapter 13 plan.

2. Cure Payment Requirements. Debtor(s) shall cure the post-petition default of \$_____ consisting of

(e.g., \$_____ in payments and \$_____ in late charges for April - June, 2002), as follows:

- a. In equal monthly installments of \$_____ each, commencing _____ and continuing thereafter through and including _____.
- b. By paying the sum of \$_____ on or before _____, and the sum of \$_____ on or before _____.
- c. Other (describe):

3. Insurance Requirement(s). Debtor shall maintain insurance on the property at all times as required by the security agreement, naming _____ as the loss payee.

On or before _____ Debtor(s) shall provide counsel for Creditor with proof of insurance.

4. Stay Relief and Codebtor Stay Relief without Cure Opportunity.

- a. Upon default in the conditions in pt(s). _____ Creditor may file and serve a certificate of non-compliance specifying the default, together with a proposed order terminating the stay to allow Creditor to foreclose on, and obtain possession of, the property to the extent permitted by applicable nonbankruptcy law, which the Court may grant without further notice or hearing.
- b. The stay is terminated to allow Creditor to foreclose on, and obtain possession of, the property to the extent permitted by applicable nonbankruptcy law, provided that a foreclosure sale shall not occur prior to _____.
- c. Creditor is granted relief from stay effective _____ to foreclose on, and obtain possession of, the property, to the extent permitted by applicable nonbankruptcy law.
- d. Creditor is granted relief from stay to foreclose on, and obtain possession of, the property, to the extent permitted by applicable nonbankruptcy law.
- e. If a Creditor with a senior lien on the property is granted relief from stay, Creditor may file and serve a certificate identifying the senior lien holder and a proposed order terminating the stay, which the Court may grant without further notice or hearing.
- f. Creditor is granted relief from stay to _____.
- g. Creditor is granted "in rem" relief from stay with respect to the real property described above and in Exhibit A. This order shall be binding in any other case filed under 11 USC purporting to affect such real property filed not later than two (2) years after the date of the entry of this order unless the bankruptcy court in the subsequent case grants relief from this order. Any governmental unit that accepts notices of interests or liens in real property shall accept a certified copy of this order for indexing and recording.

h. Creditor is granted relief from the codebtor stay, as it applies to the codebtor(s) named in the caption above, to enforce the terms of the contract and collect the deficiency balance.

5. **Stay Relief with Cure Opportunity.** Upon default in the checked condition(s) in pt(s). 1 - 3, Creditor shall serve written notice of default on Debtor(s) and Attorney for Debtor(s) that gives Debtor(s) ____ calendar days after the mailing of the notice to cure the default. If Debtor(s) fails to cure the default in accordance with this paragraph, then Creditor shall be entitled to submit a proposed order terminating the stay, which the Court may grant without further notice or hearing.

a. The notice of default may require that Debtor(s) make any payment(s) that becomes due between the date the notice of default is mailed and before the cure deadline.

b. The notice of default may require Debtor(s) to pay \$_____ for the fees and costs of sending the notice.

c. Only ____ notices of default and opportunity to cure are required per ____ year (calculated from date of entry of this order), during the remainder of this case, or (describe):

6. **Amended Proof of Claim.** Creditor shall file an amended proof of claim to recover all accrued post-petition attorney fees and costs and (describe):

7. Miscellaneous Provisions.

a. If Creditor is granted relief from stay, the 14-day stay provided by Fed. Rule Bankr. Proc. 4001(a) shall be waived.

b. Any notice that Creditor's counsel shall give to Debtor(s)/Codebtor, or attorney for Debtor(s)/Codebtor, pursuant to this order shall not be construed as a communication under the Fair Debt Collection Practices Act, 15 USC §1692.

8. A final hearing on Creditor's motion for relief from stay shall be held on _____ at _____ in _____.

9. Other:

PRESENTED, AND CERTIFIED, BY:

###

IT IS SO STIPULATED:

Creditor's Attorney:

Debtor(s)'s Attorney:

Name: _____
OSB#: _____

Name: _____
OSB#: _____

NO OBJECTION TO ORDER BY CASE TRUSTEE:

Codebtor's Attorney:

By: _____

Name: _____
OSB#: _____

Stipulated Order for Relief From Stay

Ford Motor Credit Company, LLC

Exhibit 1 – Collateral Description and Lien Information

Year	Make/Model	VIN	Loan Balance	NADA Value
2016	Ford Transit	1FMZK1CM1GKA15512	\$37,333.41	\$26,525.00
2016	Ford Transit	1FMZK1CM2GKB25954	\$37,333.41	\$26,252.00
2016	Ford Transit	1FMZK1CM8GKB25960	\$40,210.96	\$26,525.00
2016	Ford Transit	1FMZK1CM3GKA15513	\$40,210.96	\$26,525.00*
2016	Ford Transit	1FMZK1CM0GKB25953	\$37,333.41	\$26,525.00

*Creditor has received information this vehicle has significant body damage but no repair estimates or evaluations have been completed.

Exhibit A

ADDITIONAL AGREEMENTS

A. Payments: You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple finance charge contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled date or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Balloon Payment Contract: If your last installment payment under this contract is a balloon payment as indicated on the front of the contract, you may handle the last installment payment in one of three ways:

First: you may pay all that you owe when the last installment payment is due and keep your motor vehicle.
Second: you may refinance the last installment payment unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back the Creditor before the refinancing. You also must provide proof of insurance acceptable to Creditor before the refinancing. The Annual Percentage Rate (APR) for the refinancing will be the Creditor's prevailing rate at the time of the refinancing. You must meet the Creditor's normal credit standards in order to be eligible for refinancing. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment shall be the same as in this contract if the refinanced amount will be fully paid within 36 months of the due date of the last installment payment. Otherwise, the monthly payment amount shall be the amount needed to fully pay the refinanced amount within 36 months of the due date of the last installment payment. If you wish to refinance, you must notify the Creditor in writing. Except as discussed in this section, the notice must be received no later than 30 days prior to the due date of the last installment payment.

Third: you may sell the vehicle to the Creditor for an amount equal to the last installment payment. You must pay to the Creditor any other amount owed under the contract. Amounts you owe will be based, in part, on the vehicle's mileage. You also must pay to the Creditor the estimated costs of all repairs to the vehicle that are the result of excess wear and use, as set forth below. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the last installment payment due date. After the inspection, if you decide to sell the vehicle to the Creditor, you must give the vehicle to the Creditor no later than the last installment payment due date. At that time, you must also give the Creditor a title, which shows no liens other than the Creditor's lien, transferring ownership to the Creditor or a person selected by the Creditor. After the inspection, if you decide not to sell the vehicle to the Creditor, you must immediately contact the Creditor and inform the Creditor whether you want to refinance the last installment payment.

C. Damage Repair: If your last installment payment under this contract is a balloon payment and you sell the vehicle back to the Creditor under Paragraph 6, you are responsible for repairs of all damage to the vehicle that are not the result of normal wear and use. These repairs include, but are not limited to, those necessary to:

- replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread;
- repair all mechanical defects;
- repair or replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification flares; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all broken or burned out lights; all electronic malfunctions; all interior rips, stains, burns or worn areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force;

If you have not made the repairs before inspection of the vehicle under Paragraph 6, you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to the Creditor. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to the Creditor.

D. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts insured for you.

This secures payment of all amounts you owe under this contract. It also secures your other obligations in this contract.

E. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.

F. Vehicle Insurance: You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed. You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

G. Returned Insurance Premiums and Service Contract Charges: This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, and terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

H. Returned Check Charge: You agree to pay a returned check charge of \$20.00 for each check, draft, or other order of payment that is dishonored for any reason.

I. Default: You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

J. Repossession: If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. Creditor may repossess (take back) the vehicle, too. Creditor may also take goods found in the vehicle when repossessed and hold them for you.

K. Your Right to Redeem: If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (buy back) the vehicle and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

L. Disposition of Motor Vehicle: If the vehicle is taken back and sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on the contract. Allowed expenses include those paid as a direct result of having to relocate the vehicle, hold it, prepare it for sale, and sell it. Reasonable lawyer's fees and legal costs are allowed, too. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

M. Collection Costs: Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawyer's fees and other legal expenses.

N. Consumer Reports: You authorize the Assignee listed on the front of this contract to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

O. Sending and Collecting: You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result. **P. Applicable Law:** You agree that this contract will be governed by the laws of the state of Utah.

Q. General: This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them, later. Creditor will exercise all of Creditor's rights in a lawful way.

If the last installment payment under this contract is a balloon payment, Assignee has assigned to GI Exchange, in its capacity as Assignee's qualified intermediary, its rights (but not its obligations) with respect to the purchase and sale of the vehicle.

Buyer acknowledges and accepts assignment of this contract to the Assignee (and any successor to Assignee). Buyer also consents to any subsequent assignment of this contract, and accepts this provision as notice of any such assignment, by Assignee or anyone else without further notice to Buyer. This consent and notice specifically includes any assignment of the security interest in the vehicle financed pursuant to this contract.

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.



Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the windshield of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Spanish Translation: Guía para compradores de vehículos usados. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each person who signs as a guarantor will pay it when asked. Each Guarantor who signs below agrees to be liable for the whole amount owed, or for one or more of the following: (a) gives the Buyer money to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor  Address 58 Longview Heights Place, Coulter, UT
 Guarantor  Address 90832

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court of law. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of the provision, or enforceability of any issue except for class certification; 3) Claims between you and us, your/our employee, agent, successor, assignee, subcontractor, or affiliate; 4) Claims arising out of or relating to your application for credit; this contract; or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any claim: 1) Right to file a lawsuit in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and 5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, 1-800-778-7879 (www.adr.org), or any other organization subject to our approval, to conduct the arbitration. The applicable rules ("Rules") may be obtained from the chosen organization. If there is a conflict between the Rules and the contract, the contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fees and your arbitrator or hearing fee exceeds \$200, we will pay the amount in excess of \$200, unless you choose to pay one-half of the total or unless the fees are recouped in the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of the arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

OREGON VEHICLE CERTIFICATE OF TITLE

OREGON DRIVER AND MOTOR VEHICLE SERVICES CERTIFIES THE PARTY IS LISTED AS OWNER OF THE DESCRIBED VEHICLE. DOCUMENTS FILED WITH DMV SHOW THE VEHICLE IS SUBJECT TO THE OWNERSHIP INTERESTS SPECIFIED.

CONTROL NUMBER



PLATE NUMBER TITLE NUMBER PROCESS DATE SURVIVOR REFERENCE NUMBER

1627301729 092916 N/N

YEAR MAKE STYLE MODEL VEHICLE IDENTIFICATION NUMBER EQUIPMENT NO.
2016 FORD VA TCN 1FMZK1CM1GKA15512

OWNER/LESSEE

ECOCAB PORTLAND LLC



ODOMETER READING ODOMETER DATE
20 05/17/16

ODOMETER MESSAGE

TITLE BRANDS

The title "Brand" printed below indicates the history, condition, or circumstances of the vehicle for which this title has been issued. Please see back of title for more information.

- NONE -

USE THIS SECTION WHEN THE ONLY CHANGE IS TO REMOVE A SECURITY INTEREST. FOR ANY OTHER CHANGES, SEE INSTRUCTIONS ON REVERSE.

If there is no change in owners as shown above AND all security interest holders have released interest, one registered owner must sign and date here, if not completing a separate application for title. In addition, if your address has changed, cross out the old address and write the new address and county of residence on the front of the title. Mail the title and the fee to: DMV, 1905 Lana Ave NE, Salem OR 97314.

SIGNATURE (DOES NOT RELEASE INTEREST)

DATE

X

To release interest in the vehicle, complete the reassignment on back of the title.

SECURITY INTEREST HOLDER/LESSOR

FORD MOTOR CREDIT COMPANY
PO BOX 105704
ATLANTA GA 30348

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST

DATE

X
SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST

DATE

SEE REVERSE OF TITLE FOR APPLICATION INSTRUCTIONS.

VOID WITHOUT CHAIN LINK WATERMARK

1FMZK1CM1GKA15512

UTAH VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 05/17/2016

1-800-727-7000

Buyer (and Co-Buyer) Name and Address (including County and ZIP Code)



www.fordcredit.com

ECO CAB PORTLAND, LLC

LHM SUPER FORD SALT LAKE CITY
1340 South 500 West
SALT LAKE CITY, UT
84115

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

Headline	Model	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
New	10	2016	FORD	TRANSIT	1FHZC1CH2GK025954
					<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input checked="" type="checkbox"/> Commercial

Trade-In	Year and Make	Amount	Amount
N/A	N/A	N/A	N/A

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 45057.00(1)
2. Down Payment	
Third Party Rebate Assigned to Creditor	\$ N/A
Cash Down Payment	\$ 6200.00
Trade-In (description above)	\$ N/A
Total Down Payment	\$ 6200.00(2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 38857.00(3)
4. Amounts paid on your behalf (Seller may be retaining a portion of those amounts)	
To Public Official	
(i) for license, title & registration fees	\$ N/A
(ii) for official fees	\$ N/A
(iii) for taxes (not in Cash Price)	\$ N/A
To Insurance Companies for:	
Credit Life Insurance	\$ N/A
Credit Disability Insurance	\$ N/A
To	\$ N/A
To	\$ N/A
To	\$ N/A
To	\$ N/A
To	\$ N/A
To	\$ N/A
To	\$ N/A
To	\$ N/A
To	\$ N/A
Total	\$ 38857.00(4)
5. Amount Financed (3 plus 4)	\$ 38857.00(5)

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
6.39 %	\$ 6761.00	\$ 38857.00	\$ 45618.00	\$ 51818.00

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
60	\$ 761.00	Monthly
N/A	N/A	Quarterly
N/A	N/A	Annually
N/A	N/A	Other

Prepayments: If you pay off your debt early, you will not have to pay a penalty.
Late Payments: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or \$30.00, whichever is greater.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see the contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL USE CONTRACT LATE PAYMENT: If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each late payment received more than 10 days late. The charge is 7.5 percent of the late amount or \$50.00, whichever is less.

BALLOON CONTRACT PROVISIONS

☐ Your last installment payment under this contract is a balloon payment.
EXCESS WEAR, USE AND MILEAGE CHARGES
If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B, you must pay the Creditor \$0.00 per mile for each mile in excess of N/A miles shown on the odometer.

Anti-Theft Product (Optional)

☐ If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

N/A	\$ N/A	Term N/A
N/A	\$ N/A	Term N/A
N/A	\$ N/A	Term N/A

Buyer Signs X

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer Signs *Eco Cab Portland, LLC* Co-Buyer X
Selling Agent *John K. Smith* Signs

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

Buyer Signs *Eco Cab Portland, LLC* Co-Buyer X
Seller LHM SUPER FORD SALT LAKE CITY
THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT. Title PT-HOR

ASSIGNMENT

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to FORD MOTOR CREDIT CO. ("Assignee").

To contact Assignee about this contract, call or visit their website at www.fordcredit.com

LHM SUPER FORD SALT LAKE CITY
Buyer Signs *Eco Cab Portland, LLC* Co-Buyer X
Title PT-HOR

FC 17643-B (MAY 10) (Previous editions may NOT be used) SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS
FC 17643-B-01

INSURANCE

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit Life Insurance Company
N/A
Premium N/A
Insured(s) N/A
You want Credit Life Insurance.
Buyer Signs
Co-Buyer Signs

Credit Disability Insurance Company
N/A
Premium N/A
Insured(s) N/A
You want Credit Disability Insurance.
Buyer Signs
Co-Buyer Signs

OTHER OPTIONAL INSURANCE

Coverage and Premium and Insurance Company Term in Months
N/A \$ N/A
By N/A N/A
N/A \$ N/A
By N/A N/A
You want the optional insurance for which premiums are included above.
N/A
Buyer Signs
Co-Buyer Signs

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

☐ Debt Cancellation Waiver Addendum (Optional)
If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth in this contract in the Itemization of Amount Financed under section 4.

Buyer Signs N/A

A. Payments: You must make all payments in U.S. funds and in U.S. dollars. You are due. You may prepay your debt at any time without penalty. This is a simple finance charge contract. The actual finance charge you agree to will depend on your payment pattern. This actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled date or if less than the scheduled amount. Your actual finance charge will be the sum of the actual finance charge and the Finance Charge and then to the Unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Balloon Payment Contract: If you last installment payment under this contract is a balloon payment as indicated on the front of the contract, you agree that the last installment payment is one of three ways. **First**, you may pay all that you owe when the last installment payment is due and keep your retail vehicle.

B. Balloon Payment Contract: If your last installment payment under this contract is a balloon payment as indicated on the front of the contract, you may handle the last installment payment in one of three ways. First, you may pay all that you owe when the last installment payment is due and keep your motor vehicle.

Second, you may finance the last installment payment unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back the Creditor before the refinancing. You also must provide proof of insurance coverage to the refinancing. You must also provide proof of income to the refinancing. The refinancing will be the Creditor's prevailing rates at the time of the refinancing. You must meet the Creditor's normal credit standards in order to be eligible for refinancing. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinancing monthly payment will be based on the amount refinanced. The refinanced amount will be fully paid within 36 months of the due date of the last installment payment. Otherwise, the monthly payment amount shall be the amount needed to fully pay the refinanced amount within 36 months of the due date of the last installment payment. If you wish to prepay the refinancing, you may do so at any time. If you wish to prepay this section, the notice must be received no later than 90 days prior to the due date of the last installment payment.

Third, you may sell the vehicle to the Creditor for an amount equal to the last installment payment. You must pay to the Creditor any other amount owed under this contract. Amounts you owe will be based, in part, on the vehicle's mileage. You also must pay to the Creditor the estimated costs of all repairs to the vehicle that are the result of excess wear and use, as set forth below. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the last installment payment due date. After the inspection, if you decide to sell the vehicle to the Creditor, you must give the Creditor the vehicle no later than 15 days after the inspection. At that time, you must also give the Creditor a title, which shows no liens other than the Creditor's lien, transferring ownership to the Creditor or a person selected by the Creditor. After the inspection, if you decide not to sell vehicle to the Creditor, you must immediately contact the Creditor and inform the Creditor whenever you want to refinance the last installment payment.

C. Damage Repair: If your last installment payment under this contract is a balloon payment and you sell the vehicle back to the Creditor under Paragraph B, you are responsible for repairs of all damage to the vehicle that are not the result of normal wear and use. These repairs include, but are not limited to, those necessary to:

- (A) replace any live link not part of a matching set of four or any live wire which has less than 1/8 inch of remaining tread;
- (B) repair all mechanical defects;
- (C) repair or replace all dented, scratched, chipped, rusted or mismatched bodypanels, paint or velveteo identification names; all dented, scratched, rusted, pitted, broken or missing lugs and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all broken or burned out lights; all electronic malfunctions; all interior rips, stains, burns or water stains; and all damage which would be covered by a theft or comprehensive insurance whether or not such insurance is actually in force.

If you have not made the repairs before inspection of the vehicle under Paragraph B, you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to the Creditor. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to the Creditor.

D. Security interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;

2. All money or goods reserved for the vehicle; and
 3. All insurance premiums and service contracts financed for you.
- This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

E. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as may be considered by law.

Accepted as shown and printed by law.

F. Vehicle Insurance. You must have the vehicle against loss, theft, and damage. You must have the vehicle against loss, theft, and damage from collision, fire, or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.

You agree that the Creditor can make a claim under the insurance policy.

You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

G. Returned Insurance Premiums and Service Contract Charges: This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, and terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

QUANTITY

To cause the Seller to sell the vehicle described on the back of this contract to the Buyer on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each person who signs below as a "Guarantor" agrees that it will be the Seller's choice who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. Each Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay or more payments, or (b) gives a rebate in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor Samuel Address 58 Longview Heights Place, Cowhit, WA 9063
Guarantor Ben Enon Address _____

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY
ARBITRATION

ARBITRATION

Assignment is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") otherwise filed in court. Either you or Creditor ("us" or "we"), such as "Party") may choose at any time, including after a lawsuit is filed, to have any Claim resolved to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in court. Claims include but are not limited to the following: (1) Claims in contract, tort, regulatory or otherwise; (2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; (3) Claims between you and us, your/our employee, agents, successors, assigns, subsidiaries, or affiliates; and (4) Claims arising out of or related to your relationship with us, or any resulting contract or relationship, including that with the insurer, or with any relationship with or related to your relationship with us that do not arise from this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- * RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- * RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- * BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- * RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- * OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

TIGHTS YOU AND WE DO NOT GIVE UP: If a Cein is arbitrator, you agree will continue to have the following rights, without waiving the arbitrator's provision as to any claim: (1) Right to the bankruptcy court; (2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; (3) Right to take legal action to enforce the arbitrator's decision; (4) Right to request that a court of law review whether the arbitrator exceeded its authority; and (5) Right to seek remedies in state claims court for disputes or claims where that court's jurisdiction.

You or we may choose the American Arbitration Association, 1-800-778-7878 (www.adr.org), or any other organization subject to our approval, to conduct the arbitration. The arbitration will be held in the County of [] State of [] under the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and the rules of that court. This contract has subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion, judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total amount of the award exceeds \$500,000, your arbitration award shall be subject to the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and the rules of that court. If you choose to pay one-half of the total award, the balance will be collected in any court having jurisdiction.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced, if a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

FTC NOTICES

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Spanish Translation: Guía para compradores de vehículos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

OREGON VEHICLE CERTIFICATE OF TITLE

OREGON DRIVER AND MOTOR VEHICLE SERVICES CERTIFIES THE PARTY IS LISTED AS OWNER OF THE DESCRIBED VEHICLE. DOCUMENTS FILED WITH DMV SHOW THE VEHICLE IS SUBJECT TO THE OWNERSHIP INTERESTS SPECIFIED.

CONTROL NUMBER

PLATE NUMBER	TITLE NUMBER	PROCESS DATE	SURVIVOR	REFERENCE NUMBER
	1703316327	020217	N/N	

YEAR	MAKE	STYLE	MODEL	VEHICLE IDENTIFICATION NUMBER	EQUIPMENT NO.
2016	FORD	VA	TCN	1FMZK1CM2GKB25954	

OWNER/LESSEE

ODOMETER READING	ODOMETER DATE
10	05/17/16

ODOMETER MESSAGE

LSE ECO CAB PORTLAND LLC

TITLE BRANDS

The title "Brand" printed below indicates the history, condition, or circumstances of the vehicle for which this title has been issued. Please see back of title for more information.

- NONE -

USE THIS SECTION WHEN THE ONLY CHANGE IS TO REMOVE A SECURITY INTEREST. FOR ANY OTHER CHANGES, SEE INSTRUCTIONS ON REVERSE.

If there is no change in owners as shown above AND all security interest holders have released interest, one registered owner must sign and date here, if not completing a separate application for title. In addition, if your address has changed, cross out the old address and write the new address and county of residence on the front of the title. Mail the title and the fee to: DMV, 1905 Lana Ave NE, Salem OR 97314.

SIGNATURE (DOES NOT RELEASE INTEREST)

DATE

X

To release interest in the vehicle, complete the reassignment on back of the title.

SECURITY INTEREST HOLDER/LESSOR

FORD MOTOR CREDIT COMPANY
LSR FORD MOTOR CREDIT COMPANY
PO BOX 105704
ATLANTA GA 30348

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST

DATE

X

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST

DATE

X

SEE REVERSE OF TITLE FOR APPLICATION INSTRUCTIONS.

VOID WITHOUT CHAIN LINK WATERMARK

1FMZK1CM2GKB25954

OREGON VEHICLE CERTIFICATE OF TITLE

OREGON DRIVER AND MOTOR VEHICLE SERVICES CERTIFIES THE PARTY IS LISTED AS OWNER OF THE DESCRIBED VEHICLE. DOCUMENTS FILED WITH DMV SHOW THE VEHICLE IS SUBJECT TO THE OWNERSHIP INTERESTS SPECIFIED.

CONTROL NUMBER

PLATE NUMBER TITLE NUMBER PROCESS DATE SURVIVOR REFERENCE NUMBER

2016 FORD VA TCN 1FMZK1CM2GKB25954

OWNER/LESSEE

ODOMETER READING

ODOMETER DATE

10

05/17/16

ODOMETER MESSAGE

TITLE BRANDS

The title "Brand" printed below indicates the history, condition, or circumstances of the vehicle for which this title has been issued. Please see back of title for more information.

- NONE -

LSR ECOCAB PORTLAND LLC

USE THIS SECTION WHEN THE ONLY CHANGE IS TO REMOVE A SECURITY INTEREST. FOR ANY OTHER CHANGES, SEE INSTRUCTIONS ON REVERSE.

If there is no change in owners as shown above AND all security interest holders have released interest, one registered owner must sign and date here, if not completing a separate application for title. In addition, if your address has changed, cross out the old address and write the new address and county of residence on the front of the title. Mail the title and the fee to: DMV, 1905 Lana Ave NE, Salem OR 97314.

SIGNATURE (DOES NOT RELEASE INTEREST)

DATE

X

To release interest in the vehicle, complete the reassignment on back of the title.

SECURITY INTEREST HOLDER/LESSOR

FORD MOTOR CREDIT COMPANY
LSR FORD MOTOR CREDIT COMPANY
PO BOX 105704
ATLANTA GA 30348

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST

DATE

X

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST

DATE

X


SEE REVERSE OF TITLE FOR APPLICATION INSTRUCTIONS.

VOID WITHOUT CHAIN LINK WATERMARK

1FMZK1CM2GKB25954

UTAH VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 05/17/2016

1-800-727-7000	Buyer (and Co-Buyer) Name and Address (including County and Zip Code)	CREDITOR (Seller Name and Address)
	FORD CAR PORTLAND LLC	LHM SUPER FORD SALT LAKE CITY 1340 South 500 West SALT LAKE CITY, UT 84115
www.fordcredit.com		

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
New	0	2016	FORD	1FHZT1CH6GK625960	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural

Trade-In	Year and Make	Gross Allowance	Amount Owed
N/A			

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 45057.00(1)
2. Down Payment	
Third Party Rebate Assigned to Creditor	\$ N/A
Cash Down Payment	\$ 6200.00
N/A	\$ N/A
Trade-In (description above)	\$ N/A
Total Down Payment	\$ 6200.00(2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 38857.00(3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)	
To Public Officials	
(i) for license, title & registration fees	\$ N/A
(ii) for official fees	\$ N/A
(iii) for taxes (not in Cash Price)	\$ N/A
To Insurance Companies for:	
Credit Life Insurance	\$ N/A
Credit Disability Insurance	\$ N/A
N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
Total	\$ (4)
5. Amount Financed (3 plus 4)	\$ 38857.00(5)

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your down payment
6.39 %	\$ 6761.00	\$ 38857.00	\$ 45618.00	\$ 51818.00

Your Payment Schedule will be:			
Number of Payments	Amount of Payments	When Payments are Due	
60	760.30	Monthly	07/01/2016
N/A	N/A	Semi-Annually	N/A
N/A	N/A	Annually	N/A
N/A	N/A		N/A

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or \$30.00, whichever is greater.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see the contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL USE CONTRACT LATE PAYMENT: If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each late payment received more than 10 days late. The charge is 7.5 percent of the late amount or \$50.00, whichever is less.

BALLOON CONTRACT PROVISIONS

☐ Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B, you must pay the Creditor \$0.00 per mile for each mile in excess of N/A miles shown on the odometer.

Anti-Theft Product (Optional)

☐ If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

N/A	\$ N/A	Term N/A
N/A	\$ N/A	Term N/A
N/A	\$ N/A	Term N/A

Buyer Signs ☒ Co-Buyer Signs

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer *X Ford Car Portland, LLC* Co-Buyer *X*
Signs Signs

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

Buyer *X Ford Car Portland, LLC* Co-Buyer *X*
Signs Signs

Seller LHM SUPER FORD SALT LAKE CITY
THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

ASSIGNMENT

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to FORD MOTOR CREDIT CO. To contact Assignee about this contract, call, or visit their website at www.fordcredit.com

LHM SUPER FORD SALT LAKE CITY
By *[Signature]* Title

PG 17643-SI (MAY 16) (Previous editions may NOT be used.) SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

ORIGINAL

PLY 1 - ORIGINAL PLY 2 - BUYER'S COPY PLY 3 - SELLER'S COPY PLY 4 - SELLER'S COPY (MAY TRANSFERABLE)

Case 17-31000-imb7 Doc 35 Filed 04/17/17

ADDITIONAL AGREEMENTS

A. Payments: You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple finance charge contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Balloon Payment Contracts: If your last installment payment under this contract is a balloon payment as indicated on the front of the contract, you may handle the last installment payment in one of three ways.

First, you may pay all that you owe when the last installment payment is due and keep your motor vehicle.

Second, you may refinance the last installment payment unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back the Creditor before refinancing. You must provide proof of insurance acceptable to Creditor before the refinancing. The Annual Percentage Rate (APR) for the refinancing will be the Creditor's prevailing rates at the time of the refinancing. You must meet the Creditor's normal credit standards in order to be eligible for refinancing. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment shall be the same as in this contract. If the refinanced amount will be fully paid within 36 months of the due date of the 10th last installment payment. Otherwise, the monthly payment amount shall be the amount needed to fully pay the refinanced amount within 36 months of the due date of the last installment payment. If you wish to refinance, you must notify the Creditor in writing. Except as discussed in this section, the notice must be received no later than 30 days prior to the due date of the last installment payment.

Third, you may sell the vehicle to the Creditor for an amount equal to the last installment payment. You must pay to the Creditor any other amount owed under this contract. Amounts you owe will be based, in part, on the vehicle's mileage. You also must pay to the Creditor the estimated costs of all repairs to the vehicle that are the result of excess wear and use, as set forth below. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the last installment payment due date. After the inspection, if you decide to sell the vehicle to the Creditor, you must give the vehicle to the Creditor no later than the last installment payment due date. At that time, you must also give the Creditor a title, which shows no liens other than the Creditor's lien, transferring ownership to the Creditor or a person selected by the Creditor. After the inspection, if you decide not to sell the vehicle to the Creditor, you must immediately contact the Creditor and inform the Creditor whether you want to refinance the last installment payment.

C. Damage Repair: If your last installment payment under this contract is a balloon payment and you sell the vehicle back to the Creditor under Paragraph 10, you are responsible for payment of all damage to the vehicle that are not the result of normal wear and use. Those repairs include, but are not limited to, those necessary to:

- replace any tire not part of a matching set of four or any tire which has less than 1/16 inch of remaining tread;
- repair all mechanical defects;
- repair or replace all dented, scratched, chipped, nixed or misaligned body panels, paint or vehicle identification items; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all broken or burned-out lights; all electronic malfunctions; a interior dials, stains, burns or worn seats; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

If you have not made the repairs before inspection of the vehicle under Paragraph 8, you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to the Creditor. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to the Creditor.

D. Security Interest: You give the Creditor a security interest in:

- The vehicle and all parts or other goods put on the vehicle;
- All money or goods received for the vehicle; and
- All insurance premiums and service contracts financed for you.

This security payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

E. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.

F. Vehicle Insurance: You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.

You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

G. Returned Insurance Premiums and Service Contract Charges: This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, and terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

H. Returned Check Charge: You agree to pay a returned check charge of \$20.00 for each check, draft, or other order of payment that is dishonored for any reason.

I. Default: You will be in default if:

- You do not make a payment when it is due or
- You give false or misleading information on your credit application relating to this contract; or
- Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
- You file a bankruptcy petition or one is filed against you; or
- You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under this law.

J. Repossession: If you default, the Creditor may require you to pay all or part of the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. Creditor may repossess (take back) the vehicle, too. Creditor may also take goods found in the vehicle when repossessed and hold them for you.

K. Your Right To Redeem: If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (pay back) the vehicle and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

L. Disposition of Motor Vehicle: If the vehicle is taken back and sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on the contract. Allowed expenses include those paid as a direct result of having to repossess the vehicle, hold it, prepare it for sale, and sell it. Reasonable lawyer's fees and legal costs are allowed, too. If there is any money left a surplus, it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

M. Collection Costs: Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees and other legal expenses.

N. Consumer Reports: You authorize the Assignee listed on the front of this contract to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

O. Servicing and Collection: You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, e-mails and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.

P. Applicable Law: You agree that this contract will be governed by the laws of the state of Utah.

Q. General: This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way.

If the last installment payment under this contract is a balloon payment, Assignee has assigned to Ot Exchange, in its capacity as Assignee's qualified intermediary, its rights (but not its obligations) with respect to the purchase and sale of this vehicle. Buyer acknowledges and accepts assignment of this contract to the Assignee (and any successor to Assignee). Buyer also consents to any subsequent assignment of this contract, and accepts this provision as notice of any such assignment, by Assignee or anyone else without further notice to Buyer. This consent and notice specifically induces any assignment of the security interest in the vehicle financed pursuant to this contract.

FTC NOTICES

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.*

Use the Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Spanish Translation: Guía para compradores de vehículos usados. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each person who signs as a guarantor will pay it when asked. Each Guarantor who signs below agrees that he will be liable for the whole amount owed even if one or more other persons who sign this Guaranty. Each Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay or more payments; or (b) gives a release in full or in part to any of the other Guarantors; or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor [Signature] Address 58 Longview Ave, Lowell, MA 01850
Guarantor [Signature] Address [Signature]

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing a suit in a court of law. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit; this contract; or any resulting transaction or relationship, including that with the dealer; or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE ON A CLASS MEMBER IN ANY CLASS ACTION
- MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and 5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, 1-800-778-7878 (www.adr.org), or any other organization subject to our approval, to conduct the arbitration. The arbitrable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the rules of your filing, administration, service or case management fee and your arbitrator or hearing fee exceeds \$200, you will pay the balance of the fee or \$200, unless you choose to pay one-half of the total or unless the fees are reallocated in the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

OREGON VEHICLE CERTIFICATE OF TITLE

OREGON DRIVER AND MOTOR VEHICLE SERVICES CERTIFIES THE PARTY IS LISTED AS OWNER OF THE DESCRIBED VEHICLE. DOCUMENTS FILED WITH DMV SHOW THE VEHICLE IS SUBJECT TO THE OWNERSHIP INTERESTS SPECIFIED.

PLATE NUMBER [REDACTED]	TITLE NUMBER 1625920720	PROCESS DATE 091516	SURVIVOR N/N	REFERENCE NUMBER [REDACTED]
YEAR 2016	MAKE FORD	STYLE VA	MODEL TCN	VEHICLE IDENTIFICATION NUMBER 1FMZK1CM8GKB25960
EQUIPMENT NO. [REDACTED]				

OWNER/LESSEE

USE ECOCAB PORTLAND LLC

[REDACTED]

ODOMETER READING 10	ODOMETER DATE 05/17/16
ODOMETER MESSAGE	
TITLE BRANDS <small>The title "Brand" printed below indicates the history, condition, or circumstances of the vehicle for which this title has been issued. Please see back of title for more information.</small>	
- NONE -	

USE THIS SECTION WHEN THE ONLY CHANGE IS TO REMOVE A SECURITY INTEREST. FOR ANY OTHER CHANGES, SEE INSTRUCTIONS ON REVERSE.

If there is no change in owners as shown above AND all security interest holders have released interest, **one registered owner must sign and date here**, if not completing a separate application for title. In addition, if your address has changed, cross out the old address and write the new address and county of residence on the front of the title. Mail the title and the fee to: DMV, 1905 Lana Ave NE, Salem OR 97314.

SIGNATURE (DOES NOT RELEASE INTEREST) X	DATE
To release interest in the vehicle, complete the reassignment on back of the title.	

SECURITY INTEREST HOLDER/LESSOR

FORD MOTOR CREDIT COMPANY
LSR FORD MOTOR CREDIT COMPANY
PO BOX 105704
ATLANTA GA 30348

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST X	DATE
SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST X	DATE

SEE REVERSE OF TITLE FOR APPLICATION INSTRUCTIONS.

VOID WITHOUT CHAIN LINK WATERMARK

1FMZK1CM8GKB25960

UTAH VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 05/17/2016

1-800-727-7000

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)

CREDITOR (Seller Name and Address)



www.fordcredit.com

ECO CAR PORTLAND, LLC

 LHM SUPER FORD SALT LAKE CITY
 1340 South 500 West
 SALT LAKE CITY, UT
 84115

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

Model	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
Now	20	FORD	TRANSIT	1FHZK1C3GKA15513	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input checked="" type="checkbox"/> Commercial

Trade-in	Year and Make	Gross Allowance	Amount Owed
N/A			

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 62312.00
2. Down Payment	\$ 4250.00
3. Third Party Rebate Assigned to Creditor	\$ 6299.00
Cash Down Payment	\$ N/A
Trade-in (description above)	\$ N/A
Total Down Payment	\$ 10450.00
4. Unpaid Balance of Cash Price (1 minus 2)	\$ 41862.00
5. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)	
To Public Officials	
(i) for license, title & registration fees	\$ N/A
(ii) for official fees	\$ N/A
(iii) for taxes (not in Cash Price)	\$ N/A
To Insurance Companies for:	
Credit Life Insurance	\$ N/A
Credit Disability Insurance	\$ N/A
To	\$ N/A
To	\$ N/A
To	\$ N/A
To	\$ N/A
To	\$ N/A
To	\$ N/A
To	\$ N/A
To	\$ N/A
To	\$ N/A
To	\$ N/A
Total	\$ 41862.00
6. Amount Financed (3 plus 4)	\$ 41862.00

INSURANCE

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit	Life	Insurance Company	Premium	Insured(s)
<input type="checkbox"/> Life	N/A			
<input type="checkbox"/> Disability	N/A			
<input type="checkbox"/> Credit Life Insurance	N/A			
<input type="checkbox"/> Credit Disability Insurance	N/A			

Other Optional Insurance	Coverage and Insurance Company	Premium and Term in Months
<input type="checkbox"/> Other Optional Insurance	N/A	N/A
<input type="checkbox"/> Debt Cancellation Waiver Addendum (Optional)	N/A	N/A

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided in your or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your down payment
6.39%	\$ 7283.40	\$ 41862.00	\$ 49145.40	\$ 59595.40

Your Payment Schedule will be:			
Number of Payments	Amount of Payments	When Payments are Due	
60	\$19.09	Monthly	07/01/2016
N/A	N/A	Annually	N/A
N/A	N/A	Quarterly	N/A
N/A	N/A	Bi-Monthly	N/A

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or \$30.00, whichever is greater.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, repayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL USE CONTRACT LATE PAYMENT: If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each late payment received more than 10 days late. The charge is 7.5 percent of the late amount or \$50.00, whichever is less.

BALLOON CONTRACT PROVISIONS

☐ Your last installment payment under this contract is a balloon payment.
EXCESS WEAR, USE AND MILEAGE CHARGES
 If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B, you must pay the Creditor \$0.00 per mile for each mile in excess of miles shown on the odometer.

Anti-Theft Product (Optional)
☐ If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

N/A	\$	N/A Term	N/A
N/A	\$	N/A Term	N/A
N/A	\$	N/A Term	N/A

Buyer Signs X

Any change in this contract must be in writing and signed by you and the Creditor.

 Buyer X ECO CAR PORTLAND, LLC Co-Buyer X RON KNOX
 Signs RON KNOX Signs

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

 Buyer X ECO CAR PORTLAND, LLC Co-Buyer X RON KNOX
 Signs RON KNOX Signs
 Seller LHM SUPER FORD SALT LAKE CITY Title F1 MGR
 THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

ASSIGNMENT

 Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to FORD MOTOR CREDIT CO ("Assignee").
 To contact Assignee about this contract, call 1-800-727-7000, or visit their website at www.fordcredit.com.
 Seller ECO CAR PORTLAND, LLC Title Buyer

 FC 17642-SI (MAY 15) (Previous editions may NOT be used.)
 FC 17642-B-SI

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

ORIGINAL

PLY 1 - ORIGINAL PLY 2 - BUYER'S COPY PLY 3 - CO-BUYER/GUARANTOR COPY PLY 4 - SELLER'S COPY (NON-TRANSFERABLE)

Case 17-31000-tmb7 Doc 35 Filed 04/17/17

ADDITIONAL AGREEMENTS

A. **Payments:** You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple finance charge contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. **Balloon Payment Contracts:** If your last installment payment under this contract is a balloon payment as indicated on the front of the contract, you may handle the last installment payment in one of three ways.

First, you may pay at that you owe when the last installment payment is due and keep your motor vehicle.

Second, you may refinance the last installment payment unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back the Creditor before the refinancing. You also must provide proof of insurance acceptable to Creditor before the refinancing. The Annual Percentage Rate (APR) for the refinancing will be the Creditor's prevailing rates at the time of the refinancing. You must meet the Creditor's normal credit standards in order to be eligible for refinancing. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment shall be the same as in the contract if the refinanced amount will be fully paid within 36 months of the due date or the last installment payment. Otherwise, the monthly payment amount shall be the amount needed to fully pay the refinanced amount within 36 months of the due date of the last installment payment. If you wish to refinance, you must notify the Creditor in writing. Except as discussed in this section, the notice must be received no later than 30 days prior to the due date of the last installment payment.

Third, you may sell the vehicle to the Creditor for an amount equal to the last installment payment. You must pay to the Creditor any other amount owed under this contract. Amounts you owe will be based, in part, on the vehicle's mileage. You also must pay to the Creditor the estimated costs of all repairs to the vehicle that are the result of excess wear and use, as set forth below. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the last installment payment due date. After the inspection, if you decide to sell the vehicle to the Creditor, you must give the vehicle to the Creditor no later than the last installment payment due date. At that time, you must also give the Creditor a title, which shows no liens other than the Creditor's lien, transferring ownership to the Creditor or a person selected by the Creditor. After the inspection, if you do not sell the vehicle to the Creditor, you must immediately contact the Creditor and inform it a Creditor whether you want to refinance the last installment payment.

C. **Damage Repair:** If your last installment payment under this contract is a balloon payment and you sell the vehicle back to the Creditor under Paragraph B, you are responsible for repairs of all damage to the vehicle that are not the result of normal wear and use. These repairs include, but are not limited to, those necessary to:

- replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread;
- repair all mechanical defects;
- repair or replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all broken or burned out lights; all electronic malfunctions; all interior rips, stains, burns or worn areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

If you have not made the repairs before inspection of the vehicle under Paragraph B, you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to the Creditor. If you disagree with the estimated costs of repairs you may have the repairs made at your expense prior to your sale of the vehicle to the Creditor.

D. **Security Interest:** You give the Creditor a security interest in:

- The vehicle and all parts or other goods put on the vehicle;
- All money or goods received for the vehicle; and
- All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

E. **Use of Vehicle - Warranties:** You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.

F. **Vehicle Insurance:** You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.

You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

G. **Returned Insurance Premiums and Service Contract Charges:** This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, and terminates them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

H. **Returned Check Charge:** You agree to pay a returned check charge of \$20.00 for each check, draft, or other order of payment that is dishonored for any reason.

I. **Default:** You will be in default if:

- You do not make a payment when it is due; or
- You give false or misleading information on your credit application relating to this contract; or
- Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
- You file a bankruptcy petition or one is filed against you; or
- You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

J. **Repossession:** If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. Creditor may repossess (take back) the vehicle, too. Creditor may also take goods found in the vehicle when repossessed and hold them for you.

K. **Your Right To Redeem:** If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (buy back) the vehicle and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

L. **Disposition of Motor Vehicle:** If the vehicle is taken back and sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on the contract. Allowed expenses include those paid as a direct result of having to take the vehicle, hold it, prepare it for sale, and sell it. Reasonable lawyer's fees and legal costs are allowed, too. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and its costs, you will pay what is still owed to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

M. **Collection Costs:** Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees and other legal expenses.

N. **Consumer Reports:** You authorize the Assignee listed on the front of this contract to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

O. **Servicing and Collection:** You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.

P. **Applicable Law:** You agree that this contract will be governed by the laws of the state of Utah.

Q. **General:** This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way.

If the last installment payment under this contract is a balloon payment, Assignee has assigned to QI Exchange, in its capacity as Assignee's qualified intermediary, its rights (but not its obligations) with respect to the purchase and sale of this vehicle.

Buyer acknowledges and accepts assignment of this contract, to the Assignee (and any successor to Assignee). Buyer also consents to any subsequent assignment of this contract, and accepts this provision as notice of any such assignment, by Assignee or anyone else without further notice to Buyer. This consent and notice specifically include any assignment of the security interest in the vehicle financed pursuant to this contract.

FTC NOTICES

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.*

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Spanish Translation: Guía para compradores de vehículos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will assert against any assignee or subsequent holder of this Contract any claims, defenses, or torts which you may have against the seller or manufacturer of the vehicle.

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each person who signs as a guarantor will pay it when asked. Each Guarantor who signs below agrees that no one will be liable for the whole amount owed even if one or more other persons also sign this Guaranty. Each Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor: [Signature] Address: 58 Longview Heights Place, Cowitz, OR 97021
Guarantor: [Signature] Address: [Signature]

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by filing suit in a court of law. Claims that are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and 5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, 1-800-778-7879 (www.adr.org), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fee and your arbitrator or hearing fee exceeds \$200, we will pay the amount in excess of \$200, unless you choose to pay one-half of the total or unless the fees are reallocated as the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

OREGON VEHICLE CERTIFICATE OF TITLE

OREGON DRIVER AND MOTOR VEHICLE SERVICES CERTIFIES THE PARTY IS LISTED AS OWNER OF THE DESCRIBED VEHICLE. DOCUMENTS FILED WITH DMV SHOW THE VEHICLE IS SUBJECT TO THE OWNERSHIP INTERESTS SPECIFIED.

CONTROL NUMBER

PLATE NUMBER	TITLE NUMBER	PROCESS DATE	SURVIVOR	REFERENCE NUMBER
	1627301728	092916	N/N	
YEAR	MAKE	STYLE	MODEL	VEHICLE IDENTIFICATION NUMBER
2016	FORD	VA	TCN	1FMZK1CM3GKA15513
OWNER/LESSEE				EQUIPMENT NO.

ODOMETER READING	ODOMETER DATE
20	05/17/16

ODOMETER MESSAGE

TITLE BRANDS

The title "Brand" printed below indicates the history, condition, or circumstances of the vehicle for which this title has been issued. Please see back of title for more information.

- NONE -

ECOCAB PORTLAND LLC

USE THIS SECTION WHEN THE ONLY CHANGE IS TO REMOVE A SECURITY INTEREST. FOR ANY OTHER CHANGES, SEE INSTRUCTIONS ON REVERSE.

If there is no change in owners as shown above **AND** all security interest holders have released interest, **one registered owner must sign and date here**, if not completing a separate application for title. In addition, if your address has changed, cross out the old address and write the new address and county of residence on the front of the title. Mail the title and the fee to: DMV, 1905 Lana Ave NE, Salem OR 97314.

SIGNATURE (DOES NOT RELEASE INTEREST)	DATE
X	
<p>To release interest in the vehicle, complete the reassignment on back of the title.</p>	

SECURITY INTEREST HOLDER/LESSOR

FORD MOTOR CREDIT COMPANY
PO BOX 105704
ATLANTA GA 30348

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST	DATE
X	
SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST	DATE
X	

SEE REVERSE OF TITLE FOR APPLICATION INSTRUCTIONS.

VOID WITHOUT CHAIN LINK WATERMARK

1FMZK1CM3GKA15513

DATE 05/17/2016

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)	CREDITOR (Seller Name and Address)
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ECO CAB PORTLAND, LLC

LHM SUPER FORD SALT LAKE CITY
1340 South 500 West
SALT LAKE CITY, UT
84115

www.fordcredit.com

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreement on the front and back of this contract.

Year	Make	Model	Vehicle Identification Number	Use For Which Purchased
2016	FORD	TRANSIT	1FMYK1CH6GKB25953	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input checked="" type="checkbox"/> Commercial

Trade-In	N/A	Year and Make	S	Gross Allowance	N/A	Amount Owed	N/A
----------	-----	---------------	---	-----------------	-----	-------------	-----

ITEMIZATION OF AMOUNT FINANCED

- | | | | |
|---|-----|-----|----------|
| 1. Cash Price | | \$ | 45057.00 |
| 2. Down Payment | | | |
| Third Party Rebate Assigned to Creditor | | \$ | N/A |
| Cash Down Payment | | \$ | 6200.00 |
| N/A | | \$ | N/A |
| Trade-In (description above) | | \$ | N/A |
| Total Down Payment | | \$ | 6200.00 |
| 3. Unpaid Balance of Cash Price (1 minus 2) | | \$ | 38857.00 |
| 4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts) to Public Officials | | | |
| (i) for license, title & registration fees | \$ | N/A | |
| (ii) for official fees | \$ | N/A | |
| (iii) for taxes (not in: Cash Price) | \$ | N/A | \$ N/A |
| To Insurance Companies for: | | | |
| Credit Life Insurance | | \$ | N/A |
| Credit Disability Insurance | | \$ | N/A |
| N/A | | \$ | N/A |
| To N/A | for | N/A | \$ N/A |
| To N/A | for | N/A | \$ N/A |
| To N/A | for | N/A | \$ N/A |
| To N/A | for | N/A | \$ N/A |
| To N/A | for | N/A | \$ N/A |
| To N/A | for | N/A | \$ N/A |
| To N/A | for | N/A | \$ N/A |
| To N/A | for | N/A | \$ N/A |
| To N/A | for | N/A | \$ N/A |
| Total | | \$ | 4 |
| 5. Amount Financed (3 plus 4) | | \$ | 38857.00 |

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The sum you will have paid when you have made your scheduled payments	The total cost of your purchase on credit, including your down payment
6.39 %	\$761.00	\$38957.00	\$45618.00	\$6200.00 of \$51818.00

Your Payment Schedule will be:		
Number of Payments	Amount of Payments	When Payments are Due <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually
60	760.30	starting <input checked="" type="checkbox"/> 01/01/2015
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 6 percent of the late amount or \$30.00, whichever is greater.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL USE CONTRACT LATE PAYMENT: If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each late payment received more than 10 days late. The charge is 7.5 percent of the late amount or \$50.00, whichever is less.

BALLOON CONTRACT PROVISIONS

☐ Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B, you must pay the Creditor \$0. _____¢ per mile for each mile in excess of _____ miles shown on the odometer.

Anti-Theft Product (Optional)

☐ If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

N/A	\$	N/A	Term	N/A
N/A	\$	N/A	Term	N/A
N/A	\$	N/A	Term	N/A

Buyer Signs X

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer X Eduardo H. Manary Co-Buyer X
Signs Ren Krui Manary Signs

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

Buyer X Edalberto Lucio Co-Buyer X
Signs _____ Signs _____
Seller J M SUPER EGRO SALT LAKE UT Title IT HGR
THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

ASSIGNMENT

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to FORD MOTOR CREDIT CO. ("Assignee").
To contact Assignee about this contract, call _____ or visit their website at www.fordcredit.com

TO CONTACT ASSIGNED SELLER THIS CONTRACT, CALL _____ FOR YOUR SELLER'S PHONE NUMBER.

LHM SUPER FORD SALT LAKE CITY

Seller _____ Title _____

FC 17043-SI (MAY 15) (Previous editions may NOT be used) SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS
FC 17043-B-SI

ORIGINAL

Case 17-31000-tmb7 Doc 35 Filed 04/17/17

ADDITIONAL AGREEMENTS

A. Payments: You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple finance charge contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Balloon Payment Contract: If your last installment payment under this contract is a balloon payment as indicated on the front of the contract, you may handle the last installment payment in one of three ways.

First, you may pay all that you owe when the last installment payment is due and keep your motor vehicle.

Second, you may refinance the last installment payment unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back the Creditor before the refinancing. You also must provide proof of insurance acceptable to the Creditor before the refinancing. The Annual Percentage Rate (APR) for the refinancing will be the Creditor's prevailing rates at the time of the refinancing. You must meet the Creditor's normal credit standards in order to be eligible for refinancing. The terms of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment shall be the same as in this contract. If the refinanced amount will be fully paid within 36 months of the due date of the last installment payment. Otherwise, the monthly payment amount shall be the amount needed to fully pay the refinanced amount within 36 months of the due date of the last installment payment. If you wish to refinance, you must notify the Creditor's office. Except as discussed in this section, the notice must be received no later than 30 days prior to the due date of the last installment payment.

Third, you may sell the vehicle to the Creditor for an amount equal to the last installment payment. You must pay to the Creditor any other amount owed under this contract. Amounts you owe will be based, in part, on the vehicle's mileage. You also must pay to the Creditor the estimated costs of all repairs to the vehicle that are the result of excess wear and use, as set forth below. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the last installment payment due date. After the inspection, if you decide to sell the vehicle to the Creditor, you must give the vehicle to the Creditor no later than the last installment payment due date. At that time, you must also give the Creditor a title, which shows no liens other than the Creditor's lien, transferring ownership to the Creditor or a person selected by the Creditor. After the inspection, if you decide not to sell the vehicle to the Creditor, you must immediately contact the Creditor and inform the Creditor whether you want to refinance the last installment payment.

C. Damage Repair: If your last installment payment under this contract is a balloon payment and you sell the vehicle back to the Creditor under Paragraph B, you are responsible for repairs to all damage to the vehicle that are not the result of normal wear and use. Those repairs include, but are not limited to, those necessary to:

(i) replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread;

(ii) repair all mechanical defects;

(iii) repair or replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all broken or burned out lights; all electrical malfunctions; all interior stains, burns or vomit areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

If you have not made the repairs before inspection of the vehicle under Paragraph B, you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to the Creditor.

If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to the Creditor.

D. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This security payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

E. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.

F. Vehicle Insurance: You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.

You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

G. Returned Insurance Premiums and Service Contract Charges: This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts and releases prohibited by law, and for most items to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

H. Returned Check Charge: You agree to pay a returned check charge of \$20.00 for each check, draft, or other order of payment that is dishonored for any reason.

I. Default: You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition, or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

J. Repossession: If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. Creditor may repossess (take back) the vehicle, too. Creditor may also take goods found in the vehicle when repossessed and hold them for you.

K. Your Right To Redeem: If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (pay back) the vehicle and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

L. Disposition of Motor Vehicle: If the vehicle is taken back and sold, the money from the sale, less allowed expenses, will be used to pay no amount still owed on the contract. Allowed expenses include those paid as a direct result of having to return the vehicle, hold it, prepare it for sale, and sell it. Reasonable lawyer's fees and legal costs are allowed, too. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest annual rate until you pay.

M. Collection Costs: Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees and other legal expenses.

N. Consumer Report: You authorize the Assignee listed on the front of this contract to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

O. Servicing and Collection: You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.

P. Applicable Law: You agree that this contract will be governed by the laws of the state of Utah.

Q. General: This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts may still valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way.

If the last installment payment under this contract is a balloon payment, Assignee has assigned to Oil Exchange, in its capacity as Assignee's qualified intermediary, its rights (but not its obligations) with respect to the purchase and sale of this vehicle.

Buyer acknowledges and accepts assignment of this contract to the Assignee (and any successor to Assignee). Buyer also consents to any subsequent assignment of this contract, and accepts this provision as notice of any such assignment, by Assignee or anyone else without further notice to Buyer. This consent and notice specifically includes any assignment of the security interest in the vehicle financed pursuant to this contract.

FTC NOTICES

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

Spanish Translation: Guía para compradores de vehículos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will be liable against any assignee or subsequent holder of this Contract of any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

GUARANTEE

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer on credit, each person, who signs below as a "Guarantor," guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each person who signs as a guarantor will pay it when asked. Each Guarantor who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also sign this Guaranty. Each Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments; (b) gives a release in full or in part to any of the other Guarantors; or (c) releases any security. Each Guarantor also agrees that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor: Don Kuori Address: 585 Canyon Heights Place, South, UT 84652

Guarantor: _____ Address: _____

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("you" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Either party retains the right to arbitrate by first filing suit in a court of law. Claims include but are not limited to the following: (1) Claims in contract; (2) Claims in tort; (3) Claims regarding the interpretation, scope, or validity of this provision; or arbitrability of any issue except for class certification; (4) Claims between you and us, your employees, agents, successors, assigns, subsidiaries, or affiliates; (5) Claims arising out of or relating to your application for credit; this contract, or any resulting transaction or relationship, including that with the dealer; (6) any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU
- MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving it: arbitration provision as to any Claim; (1) Right to file a lawsuit in court; (2) Right to enforce the security interest in the vehicle; (3) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, 1-800-778-7879 (www.adr.org), or any other organization, subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the cost of your filing, administration, service or case management fee and your arbitrator or hearing fee exceeds \$200, we will pay the amount in excess of \$200, unless you choose to pay one-half of the total or unless the fees are reduced in the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

OREGON VEHICLE CERTIFICATE OF TITLE

OREGON DRIVER AND MOTOR VEHICLE SERVICES CERTIFIES THE PARTY IS LISTED AS OWNER OF THE DESCRIBED VEHICLE. DOCUMENTS FILED WITH DMV SHOW THE VEHICLE IS SUBJECT TO THE OWNERSHIP INTERESTS SPECIFIED.

CONTROL NUMBER

PLATE NUMBER	TITLE NUMBER	PROCESS DATE	SURVIVOR	REFERENCE NUMBER
	1625920719	091516	N/N	
YEAR	MAKE	STYLE	MODEL	VEHICLE IDENTIFICATION NUMBER
2016	FORD	VA	TCN	1FMZK1CM0GKB25953
OWNER/LESSEE				EQUIPMENT NO.

ODOMETER READING	ODOMETER DATE
10	05/17/16

ODOMETER MESSAGE

TITLE BRANDS

The title "Brand" printed below indicates the history, condition, or circumstances of the vehicle for which this title has been issued. Please see back of title for more information.

- NONE -

LSR ECOCAB PORTLAND LLC

USE THIS SECTION WHEN THE ONLY CHANGE IS TO REMOVE A SECURITY INTEREST. FOR ANY OTHER CHANGES, SEE INSTRUCTIONS ON REVERSE.

If there is no change in owners as shown above **AND** all security interest holders have released interest, **one registered owner must sign and date here**, if not completing a separate application for title. In addition, if your address has changed, cross out the old address and write the new address and county of residence on the front of the title. Mail the title and the fee to: DMV, 1905 Lana Ave NE, Salem OR 97314.

SIGNATURE (DOES NOT RELEASE INTEREST)	DATE
X	
<p>To release interest in the vehicle, complete the reassignment on back of the title.</p>	

SECURITY INTEREST HOLDER/LESSOR

FORD MOTOR CREDIT COMPANY
 LSR FORD MOTOR CREDIT COMPANY
 PO BOX 105704
 ATLANTA GA 30348

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST	DATE
X	
SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST	DATE
X	

SEE REVERSE OF TITLE FOR APPLICATION INSTRUCTIONS.

VOID WITHOUT CHAIN LINK WATERMARK

1FMZK1CM0GKB25953